

### OFFER & BIDDER REGISTRATION

With respect to the bankruptcy sale of the developed parcel of land located at 142-28 38<sup>th</sup> Avenue, Flushing, New York 11354 (the “Property”) owned by Shirokia Development, LLC (the “Seller” or “Debtor”), pending in the Bankruptcy Court for Eastern District of New York, Brooklyn Division, Case No. 14-44373, Bidder, \_\_\_\_\_, does hereby offer to purchase on an all-cash basis the Property (as defined below) for the consideration set forth below:

Bidder hereby warrants and represents as follows:

- (a) This written offer is subject to the terms and conditions of the Bidding Procedures approved by the Bankruptcy Court;
- (b) it is in writing and is irrevocable through a closing of the sale of the Property;
- (c) it provides for a cash purchase price for the Property, expressed in U.S. Dollars, in the amount of \$ \_\_\_\_\_;
- (d) is accompanied by a good faith deposit in the form of a wire transfer, certified check or in other good funds, payable to the order of the Debtor’s counsel, Delbello Donnellan Weingarten Wise & Wiederkehr in the amount of \$ \_\_\_\_\_, which Deposit shall be deemed to be non-refundable and shall be forfeited if Bidder is deemed the Successful Bidder and fails to close for any reason not attributable to Seller. If Bidder is not the Successful Purchaser, the Deposit shall be returned within the earlier of (i) three (3) business days after the closing of the sale of the Property to the Successful Bidder, or (ii) thirty (30) days after the Auction;
- (e) it includes written evidence of a firm, irrevocable commitment for financing, or other evidence of ability of Bidder to consummate the proposed transaction, that will allow the Seller and the Court to make a reasonable determination as to the Bidder’s financial and other capabilities to consummate the proposed transaction;
- (f) It is not conditioned on any contingencies, such as, without limitation: (i) the outcome of unperformed due diligence by the Bidder, and/or (ii) obtaining financing;
- (g) it includes an acknowledgement and representation that the Bidder: (i) has had an opportunity to conduct any and all required diligence regarding the Property prior to making its offer; (ii) has relied solely upon its own independent review, investigation and/or inspection of any documents and/or the Property in making its bid; (iii) did not rely upon any written or oral statements, representations, promises, warranties or guaranties whatsoever, whether express or implied (by operation of law or otherwise), regarding the Property or the completeness of any information provided in connection therewith or the Auction, except as expressly stated in the asset purchase agreement; and (iv) is not entitled to any expense reimbursement or break-up fee in connection with its bid; and
- (h) consents to a closing on the Property on or about April 16, 2015, such date that is no less than fourteen (14) days after entry of the order confirming the Plan.

AGREED & ACCEPTED this \_\_\_\_ day of \_\_\_\_\_, 2015.

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**BIDDER CONTACT INFORMATION**

Bidder's Address: \_\_\_\_\_  
\_\_\_\_\_

Bidder's Contact: \_\_\_\_\_

Bidder's Phone & Facsimile Numbers: \_\_\_\_\_

Bidder's Email Address: \_\_\_\_\_  
\_\_\_\_\_

Bidder's Tax ID Number: \_\_\_\_\_

**BIDDERS ATTORNEY CONTACT INFORMATION:**

Bidder's Attorney: \_\_\_\_\_

Bidder's Attorney's Address: \_\_\_\_\_

Bidder's Attorney's Phone & Facsimile Numbers: \_\_\_\_\_

Bidder's Attorney's Email Address: \_\_\_\_\_

**BANK REFERENCE**

Bank Name & Bank Contact: \_\_\_\_\_

Bank Address: \_\_\_\_\_

Bank Contact's Phone Number: \_\_\_\_\_